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9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA**

11 JOHN AUERS and LESLIE AUERS, husband
and wife,

12
13 Plaintiffs,

14 v.

15 STATE FARM FIRE AND CASUALTY
COMPANY, an Illinois company

16 Defendants.
17

Case No.: 3:24-cv-00338-MMD-CLB

**ORDER GRANTING STIPULATED
PROTECTIVE ORDER**

18 The Parties, by and through their undersigned counsel, hereby submit this Stipulated Protective
19 Order and state as follows:

20 A. State Farm Fire and Casualty Company (“State Farm”) possesses certain information and
21 documents that contain confidential, proprietary, or trade secret information that may be subject to
22 discovery in this action, but that should not be made publicly available.

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24 B. The Parties therefore request that the Court enter the following Protective Order to
25 properly balance the discovery rights of the Plaintiff with State Farm's rights to protect its private,
26 confidential, proprietary, or trade secret information.

27 The Court ORDERS:
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1 1. All production and disclosure of information designated as CONFIDENTIAL, TRADE
2 SECRET, or SUBJECT TO PROTECTIVE ORDER, by State Farm during this litigation shall be
3 governed by this Order, including, but not limited to, information contained in or derived from
4 documents, deposition testimony, deposition exhibits, trial testimony, computer memory or archives,
5 other written, recorded or graphic matter, and all copies, excerpts, or summaries thereof (collectively,
6 "information").

7 2. Information subject to this Protective Order shall be designated CONFIDENTIAL,
8 TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER by State Farm by stamping
9 "CONFIDENTIAL," "TRADE SECRET," or otherwise indicating confidentiality, trade secret or
10 produced subject to this Protective Order, as appropriate, on the face of a single-page document, on at
11 least the initial page of a multi-page document, and in a prominent location on the exterior of any tangible
12 object. Any electronically stored information may be designated as CONFIDENTIAL, TRADE
13 SECRET, or SUBJECT TO PROTECTIVE ORDER through a correspondence providing the media and
14 a hard copy or printout shall be treated as protected material of the same designation. Designation may
15 only be made after a good faith review by counsel of record and counsel making a designation shall
16 comply with the standards set forth in Fed. R. Civ. P. 26(g) when designating information as
17 CONFIDENTIAL, TRADE SECRET or SUBJECT TO PROTECTIVE ORDER.
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19 3. With respect to deposition testimony, State Farm may, either on the record at the
20 deposition or by written notice to counsel for Plaintiff no later than thirty-five (35) days after receipt of
21 the transcript of said deposition, designate portions of testimony as CONFIDENTIAL, TRADE
22 SECRET, or SUBJECT TO PROTECTIVE ORDER. All testimony, regardless of whether designated
23 as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER on the record, shall
24 be treated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER until
25 thirty-five (35) days after receipt of the transcript of said deposition by all parties. Certain depositions
26 may, in their entirety, be designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO
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1 PROTECTIVE ORDER prior to being taken because of the anticipated testimony. **Furthermore, any**
2 **document designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE**
3 **ORDER shall maintain that designation and the protections afforded thereto if introduced or**
4 **discussed during a deposition.**

5 4. The inadvertent or unintentional disclosure by State Farm of information considered to be
6 CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER shall not be deemed a
7 waiver in whole or in part of State Farm's claim of protection pursuant to this Protective Order, either as
8 to the specific information disclosed or as to any other information relating thereto. Any such
9 inadvertently or unintentionally disclosed information shall be designated as CONFIDENTIAL, TRADE
10 SECRET, or SUBJECT TO PROTECTIVE ORDER as soon as reasonably practicable after either party
11 becomes aware of the erroneous disclosure and shall thereafter be treated as such by all receiving persons
12 absent re-designation pursuant to Court order. Upon receipt of the properly designated documents, the
13 recipient must return or destroy the non-designated set within three (3) days. If the recipient destroys the
14 documents, then the recipient must provide written certification of the destruction to the producer of the
15 information within three (3) days of receipt of the properly designated documents. In addition, the
16 production or disclosure by State Farm of an attorney-client privileged, attorney work product, or other
17 protected document or information, whether inadvertent or otherwise, shall not be deemed a waiver of
18 the privilege, work product, or other protection or immunity from discovery by State Farm in this or any
19 subsequent state or federal proceeding pursuant to Federal Rule of Evidence 502 regardless of the
20 circumstances of disclosure. If any party becomes aware of the production or disclosure of such protected
21 information by State Farm, that party shall provide written notice of such production or disclosure within
22 three (3) days after it becomes aware that protected information has been disclosed or produced.

26 5. When information which is CONFIDENTIAL, TRADE SECRET, or SUBJECT TO
27 PROTECTIVE ORDER is presented, quoted or referenced in any deposition, hearing, trial or other
28 proceeding, counsel for the offering party shall make arrangements or, when appropriate, request the

1 Court to make arrangements, to ensure that only persons entitled to such information pursuant to
2 Paragraph 8 are present during such presentation, quotation or reference.

3 6. Subject to the requirements of Paragraph 10 of this Agreement, no person receiving
4 information designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE
5 ORDER shall disclose it or its contents to any person other than those described in Paragraph 8 below;
6 no such disclosure shall be made for any purposes other than those specified in that paragraph; and in no
7 event shall such person make any other use of such information. Counsel shall be responsible for
8 obtaining prior written agreement to be bound to the terms of this Agreement pursuant to Paragraph 8
9 below. Counsel shall be responsible for maintaining a list of all persons to whom any information so
10 designated is disclosed and, for good cause shown, such list shall be made available for inspection by
11 counsel for State Farm upon order of the Court; provided, however, that the requirements of this sentence
12 shall not apply to disclosures made pursuant to Paragraphs 8(h) and/or 10 of this Protective Order.
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14 7. Except as agreed by State Farm or as otherwise provided herein, including in Paragraphs
15 8(h) and 10 of this Protective Order, information designated as CONFIDENTIAL, TRADE SECRET, or
16 SUBJECT TO PROTECTIVE ORDER shall (1) only be used in the preparation for trial and/or any appeal
17 of this Action and (2) be maintained in confidence by the party(ies) to whom it is produced and not
18 disclosed by such party(ies) except to persons entitled to access thereto pursuant to Paragraph 8 below.
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20 8. Information designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO
21 PROTECTIVE ORDER by State Farm shall be disclosed only to the following persons:
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- 23 (a) attorneys actively working on or supervising the work on this case;
- 24 (b) persons regularly employed or associated with the attorneys actively working on this
25 case whose assistance is required by said attorneys in the preparation for trial, at trial, or
26 at other proceedings in this case;
- 27 (c) the parties, including designated representatives and counsel for the entity defendant;
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- 1 (d) expert witnesses and consultants retained in connection with this proceeding, to the
2 extent such disclosure is necessary for preparation, trial or other proceedings in this case
3 and the expert or consultant has signed a written acknowledgement attached as *Exhibit*
4 *A*;
- 5 (e) the Court and its employees ("Court Personnel");
- 6 (f) stenographic and video reporters who are engaged in proceedings necessarily incident to
7 the conduct of this action;
- 8 (g) deponents, witnesses, or potential witnesses, who have first-hand knowledge of the
9 document and have signed a written acknowledgment attached as *Exhibit A*;
- 10 (h) the Nevada Division of Insurance, law enforcement officers, and/or other government
11 agencies, as permitted or required by applicable state and federal law;
- 12 (i) a jury involved in litigation concerning the claims and any defenses to any claims in this
13 lawsuit;
- 14 (j) anyone as otherwise required by law;
- 15 (k) as authorized by the parties specifically with the written consent of the designating party
16 and who has signed a written acknowledgment attached as *Exhibit A*; and
- 17 (l) other persons by written agreement of the parties when the person has signed a written
18 acknowledgement attached as *Exhibit A*.

19 9. Subject to Paragraph 10 of this Protective Order, the recipient of any information
20 designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER pursuant to
21 this Agreement shall maintain information in a secure and safe area and shall exercise due and proper
22 care with respect to the storage, custody and use of all such information.

23 10. Nothing in this Protective Order disallows State Farm's maintenance or use of information
24 and documents in or pursuant to: its electronic claim system; the privacy requirements of the Nevada
25 Division of Insurance and other applicable state and federal laws; the records retention requirements of
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1 the Nevada Division of Insurance, the Nevada Rules of Professional Conduct, or other applicable state
2 and federal laws; the records retention practices of State Farm; and any written Court Order. Further,
3 nothing in this Protective Order disallows reporting of information by State Farm as permitted and/or
4 required by applicable state and federal law, including NRS 680A *et seq.* including reporting to the
5 Insurance Services Office, Inc.

6 11. Plaintiff may, at any time during the pendency of this lawsuit, request from State Farm,
7 in writing, the release of information designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT
8 TO PROTECTIVE ORDER from the requirements of the terms and provisions of this Protective Order.
9 Upon receipt of such request, counsel for State Farm and counsel for Plaintiff shall attempt to meet and
10 confer. If the parties are unable to agree as to whether the information at issue is properly designated
11 CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER, any party may raise
12 the issue of such designation with the Court pursuant to the Court's Practice Standards. Any information
13 submitted to the Court for review shall be submitted under seal and for in camera review. Pending a
14 ruling from the Court, State Farm's designation shall control.
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16 12. Nothing in this Protective Order shall preclude any party from responding to a validly
17 issued subpoena, provided, however, that the party responding to the subpoena shall provide written
18 notice of such subpoena to the attorney of the party that originally produced the documents within three
19 (3) days of receipt of a subpoena, which seeks production or disclosure of the information which is
20 designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER.
21 Production or disclosure of information which is designated CONFIDENTIAL, TRADE
22 SECRET, or SUBJECT TO PROTECTIVE ORDER may not occur until the deadline set forth in a validly
23 issued subpoena, absent agreement of the parties.
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25 13. Nothing in this Protective Order shall be construed as a limitation on the use of evidence
26 in a submission to the Court or at trial, subject to such confidentiality provisions as may be ordered by
27 the Court. However, prior to utilizing or filing a document which is designated CONFIDENTIAL,
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1 TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER, Plaintiff must provide notice to State
2 Farm of its intentions. State Farm may then request that the document be filed with restricted access or
3 under seal. Furthermore, any party shall have the right to request that any hearing or portions
4 thereof be conducted in camera. The Court shall retain jurisdiction to modify the terms of this
5 Protective Order.

6 14. The obligations of this Protective Order shall survive the termination of this action and
7 continue to bind the parties and their counsel. The Court will only retain jurisdiction over this order
8 while the case is pending and its jurisdiction will cease upon dismissal of the case.

9 15. Within thirty-five (35) days of the final determination of this action, each person or
10 party who has received information designated CONFIDENTIAL, TRADE SECRET, or
11 SUBJECT TO PROTECTIVE ORDER shall be obligated to return the same to State Farm, including
12 any copies, or to destroy such information and certify that it has been destroyed, except that the
13 recipient need not destroy or return transcripts of depositions and materials filed with the Court, and
14 party may retain one archival copy of all pleadings in the action, regardless of whether such pleadings
15 (including appendices) contain or refer to information designated CONFIDENTIAL, TRADE
16 SECRET, or SUBJECT TO PROTECTIVE ORDER; subject to the legal requirements for
17 maintenance and destruction of client files by the parties' counsel. Within seven (7) days of the final
18 determination of this action, counsel of record who has provided information designated
19 CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER to other
20 individuals must inform those individuals that the matter has reached final determination and remind
21 them of the return or destruction obligation.

22 16. This Protective Order may be modified by the Court at any time for good cause shown
23 following notice to all parties and an opportunity for them to be heard.

24 17. Nothing in this Protective Order shall prohibit any party from filing a motion
25 seeking further or different protection from the Court, or from filing a motion with respect to the manner
26 in which the information designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO
27 PROTECTIVE ORDER shall be treated at trial.
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18. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with LR IA 10-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to LR IA 10-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant to LR IA 10-5 is denied by the court, then the Receiving Party may file the information in the public record pursuant to LR IA 10-5 unless otherwise instructed by the court.

IT IS SO STIPULATED:

Dated this 10th day of March, 2025.

MESSNER REEVES, LLP

/s/ Renee M. Finch

M. Caleb Meyer, Esq.

Nevada Bar No. 13379

Renee M. Finch, Esq.

Nevada Bar No. 13118

Attorneys for Defendant

State Farm Fire and Casualty Company

Dated this 7th day of March, 2025.

POLI, MOON & ZANE, PLLC

/s/ Michael N. Poli

Michael N. Poli, Esq.

Nevada Bar No. 005461

Attorneys for Plaintiffs

John Auers and Leslie Auers

IT IS SO ORDERED.



UNITED STATES MAGISTRATE JUDGE

DATED: March 11, 2025

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**ACKNOWLEDGMENT OF CONFIDENTIALITY REQUIRED UNDER THE
STIPULATED PROTECTIVE ORDER**

Re: John Auers and Leslie Auers v. State Farm Fire and Casualty Company

Case No. 3:24-cv-00338

This Acknowledgement of Confidentiality and Non-Disclosure of Confidential, Trade Secret and/or Protected Information is executed by the undersigned individual _____ on the date set forth below.

1. **Acknowledgment of obligations under the Stipulated Protective Order.** The undersigned understands and agrees that some information disclosed in the above-referenced matter has been deemed confidential, trade secret and/or protected by the parties pursuant to the executed Stipulated Protective Order. As such, the undersigned agrees that access to said information is granted for the sole purpose of involvement in the above-referenced matter. No information provided shall be disseminated or disclosed absent court order.
2. **Acknowledgment of confidential, trade secret and/or protected information disclosed, reviewed, or presented in the context of this case shall not be disclosed to any unauthorized parties.** Disclose means to release, transfer, disseminate, or otherwise communicate all or any part of any confidential and/or protected information orally, in writing, or by electronic or any other means. Disclose includes, but is not limited to, accessing, showing, discussing, telling, using, releasing, e-mailing, copying, giving, selling, reviewing, changing of confidential and/or protected information.

I acknowledge that any willful or unauthorized disclosure violates the Stipulated Protective Order of which I have been provided a copy. Any such violation may result in civil penalties to include attorney's fees and/or costs.

By signing this Acknowledgement, I agree that I have read, understood and will comply with the terms set forth in this agreement and the Stipulated Protective Order entered in this case.

Printed Name: _____

Affiliation with this Case: _____

Signature: _____

Date: _____